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Attorneys for Defendant
CONNECTU, INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

THE FACEBOOK, INC. and MARK ZUCKERBERG, Plaintiffs, v. CONNECTU, INC. (formerly known as CONNECTU, LLC), PACIFIC NORTHWEST SOFTWARE, INC., WINSTON WILLIAMS, and WAYNE CHANG, Defendants.	Case No. 5:07-CV-01389-JW **CONNECTU, INC.'S PROPOSED FORM OF RELEASE**

Dockets.Justia.com

Pursuant to the Judgment Enforcing Settlement Agreement entered July 2, 2008 (the "Judgment"), the Court has required each party to submit to the Court for approval a proposed form of release. On behalf of defendant ConnectU, Inc., and without waiver of any rights to appeal or otherwise to set aside the Judgment and reserving all rights with respect thereto, submitted herewith as Exhibit A is a proposed Release of Claims consistent with the Term Sheet & Settlement Agreement.

July 9, 2008

Respectfully submitted,

BOIES, SCHILLER & FLEXNER LLP

/s/ *Steven C. Holtzman*
Steven C. Holtzman

Attorneys for Defendant ConnectU, Inc.

CERTIFICATE OF SERVICE

I hereby certify that this document(s) filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non registered participants on July 9, 2008.

Dated: July 9, 2008

/s/ *Steven C. Holtzman*
Steven C. Holtzman

EXHIBIT A

RELEASE OF CLAIMS

This Release of Claims shall be effective five (5) court days after the judgment entered on July 2, 2008, in *Facebook, Inc. and Mark Zuckerberg v. ConnectU, Inc., et al.*, Case No. 5:07-cv-01389-JW, in the United States District Court for the Northern District of California, becomes final and non-appealable (the "Judgment").

1. Releases

1.1 ConnectU, Inc. for itself and as the successor of ConnectU LLC and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, and each of their legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, that were, or could have been asserted in the Lawsuits.

1.2 Cameron Winklevoss, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of his legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, that were, or could have been asserted in the Lawsuits.

1.3 Tyler Winklevoss, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of his legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, that were, or could have been asserted in the Lawsuits.

1.4 Divya Narendra, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of his legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, that were, or could have been asserted in the Lawsuits.

2. Definitions

2.1 The word "Lawsuits" as used in this Release of Claims shall mean (i) Case No. 1:04-CV-11923 (DPW), filed in the United States District Court for the District of Massachusetts; (ii) Case No. 5:07-cv-01389-JW, filed in the United States District Court for the Northern District of California; (iii) Case No. 1:07-cv-10593-DPW, filed in the United States District Court for the District of Massachusetts.

CONNECTU, INC.

By: ________________________
President

STATE OF)
COUNTY OF) ss.:

Subscribed and sworn to before me this _____ day of _______, 2008

____
Notary Public

CERTIFICATE OF CORPORATE AUTHORITY

I, Maria Antonelli, Secretary of ConnectU, Inc., a corporation organized and existing under the laws of the State of Connecticut ("the Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on ____________, 2008, at which meeting a duly constituted quorum of the Board of Directors was present and acting and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED, that Cameron Winklevoss, the President of ConnectU, Inc., is empowered and authorized to execute and deliver in the name and on behalf of this Company a Release of Claims as required by the Judgment Enforcing Settlement Agreement entered on July 2, 2008, in *Facebook, Inc. and Mark Zuckerberg v. ConnectU, Inc., et al.*, Case No. 5:07-cv-01389-JW, an action in the United States District Court for the Northern District of California, provided that such Release of Claims shall not be effective until five (5) court days after such judgment becomes final and non-appealable, and further provided that ConnectU, Inc., reserves the right to rescind, nullify, or otherwise revoke such Release of Claims consistent with any further court decision, order or judgment finding the underlying Term Sheet & Settlement Agreement to be invalid, void, revocable or otherwise unenforceable.

IN WITNESS WHEREOF, the undersigned has affixed her signature this ___ day of ______, 2008.

____
Secretary

STATE OF)
COUNTY OF) ss.:

Subscribed and sworn to before me this _____ day of _______, 2008

____
Notary Public

____
CAMERON WINKLEVOSS

STATE OF)
COUNTY OF) ss.:

Subscribed and sworn to before me this _____ day of _______, 2008

____
Notary Public

____
TYLER WINKLEVOSS

STATE OF)
COUNTY OF) ss.:

Subscribed and sworn to before me this _____ day of _______, 2008

____
Notary Public

____
DIVYA NARENDRA

STATE OF)
COUNTY OF) ss.:

Subscribed and sworn to before me this _____ day of _______, 2008

____
Notary Public